

# EXHIBIT G

# AGREEMENT RE AT-WILL EMPLOYMENT AND ARBITRATION

It is hereby agreed by and between the below named "Employee" (sometimes also "I" or "me") and the below named "Company" that the Company or the Employee can terminate the employment and compensation of Employee at any time, with or without cause and/or with or without notice, at the option of the Company or the Employee.

The Company and I further agree and acknowledge that final and binding arbitration shall be the exclusive forum to hear and decide any dispute between the Company and me, except for claims for Workers' Compensation, Unemployment Compensation, claims brought to secure rights granted under the terms of a collective bargaining agreement, or any other claim that is non-arbitrable under applicable state or federal law. Thus, the Company agrees to bring any claim it may wish to assert against me only through arbitration, and I agree to bring any claim I may wish to assert against the Company only through arbitration. Except for the claims carved out above, this Agreement includes all common-law and statutory claims, including, but not limited to, any claim for breach of contract, unpaid wages, wrongful termination, unfair competition or misappropriation of trade secrets, and for violation of laws forbidding discrimination, harassment, and retaliation on the basis of race, color, religion, gender, age, national origin, disability, and any other protected status which may be brought under applicable state or federal law. I understand that I am giving up no substantive rights, and this Agreement simply governs forum. I also understand that I may initiate arbitration under this Agreement without filing a claim with any state or federal agency.

Arbitration under this Agreement shall be before a single arbitrator in the county in which the dispute arose and will be conducted in accordance with the Federal Arbitration Act in conformity with the Federal Rules of Civil Procedure and the Federal Rules of Evidence. Where required by state law, e.g. the California Arbitration Act, the arbitration will be conducted in accordance with applicable state law. The Company shall pay all costs uniquely attributable to arbitration, including the costs of the arbitrator (unless I voluntarily opt to pay up to one-half of those expenses myself). Each party shall pay their own costs and attorney fees, if any, unless the arbitrator rules otherwise. If the law applicable to the claim(s) being arbitrated, or any agreement, affords the prevailing party attorneys' fees and costs, then the arbitrator shall apply the same standards a court would apply to award such attorneys' fees and/or costs. I shall not be required to pay any fee or cost that I would not be required to pay in a state or federal court action.

The arbitrator shall be a retired state or federal judge who shall be mutually agreeable to the parties. The arbitrator's award shall be in writing, with reasons given and evidence cited for the award and based solely on the law governing the claims and defenses pleaded. Any court of competent jurisdiction may enter judgment upon the award, either by (i) confirming the award or (ii) vacating, modifying, or correcting the award on any ground referred to in the Federal Arbitration Act or applicable state law (in California, Code of Civil Procedure §§ 1286 et seq.)

This Agreement may be modified only by a writing signed by the Chief Executive Officer or the President of the Company and me, referencing this Agreement and stating an intent to revoke or modify it. The provisions of this Agreement are severable, and if any provision is determined to be unenforceable, then the remaining provisions shall remain in full effect.

BY SIGNING THIS AGREEMENT, THE COMPANY AND I ACKNOWLEDGE THAT THE RIGHT TO A COURT TRIAL AND TRIAL BY JURY IS OF VALUE, AND WE KNOWINGLY AND VOLUNTARILY WAIVE SUCH RIGHT FOR ANY DISPUTE SUBJECT TO THE TERMS OF THIS AGREEMENT.

Date

1-18-2018

Michael P. Morana

Employee Signature

Company Signature

Michael Morana

Name (Print)

Name and Title